

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 20, 2005

Division: BOCC

Bulk Item: Yes ☐ No ☒

Department: BOCC

Staff Contact Person: Mayor Dixie Spehar

AGENDA ITEM WORDING:

Discussion of an Interlocal Agreement (ILA) between the Board of County Commissioners and the Florida Keys Aqueduct Authority for the provision of wastewater services to County residents.

ITEM BACKGROUND:

The County and FKAA enter into an ILA for the provision of wastewater services. This ILA establishes a wastewater committee tasked with recommending to both the BOCC and FKAA wastewater project request for proposals, contracts, and alternative funding mechanisms.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

TOTAL COST: NA

BUDGETED: Yes ☐ No ☐

COST TO COUNTY: NA

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ☐ No ☐ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL: Mayor Dixie Spehar
(TYPE NAME HERE)

DOCUMENTATION: Included ☒ Not Required ☐

DISPOSITION: _____ **AGENDA ITEM #** _____

INTERLOCAL AGREEMENT FKAA

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS., by and between Monroe County, a political subdivision of the State of Florida, (County), and the Florida Keys Aqueduct Authority, Inc., an independent special district, (FKAA).

WHEREAS, the County is authorized by Sec. 125.01(1), FS, to provide, assist in providing and fund centralized wastewater treatment systems;

WHEREAS, Chap, 99-395, Sec. 6, Laws of Florida, and the County's Comprehensive Plan require that certain wastewater treatment levels be achieved by 2010, levels which can best be achieved by central wastewater treatment systems;

WHEREAS, the FKAA is authorized by Chap. 76-441, Laws of Florida, as amended, to design, construct, and operate, wastewater treatment systems;

WHEREAS, the FKAA and the County have entered into previous interlocal agreements establishing and confirming their ongoing partnership in providing wastewater facilities in the Florida Keys; and

WHEREAS, the County, by adopted resolutions, have provided funding to the FKAA for wastewater projects and may provide additional funds to the FKAA for the administration, planning and construction of future wastewater projects in unincorporated Monroe County; and

WHEREAS, the County and the FKAA desire to put in place procedures to define the respective roles of the County and the FKAA in the planning, construction and operation of future wastewater projects in unincorporated Monroe County; and

WHEREAS, by forming this partnership, the County and the FKAA can effectively and efficiently pool their resources and expertise in wastewater systems, thereby better serving the citizens of Monroe County:

IN CONSIDERATION of the mutual consideration and premises set forth below, the parties agree as follows:

1. There is hereby created a County-FKAA Wastewater Committee (CFWC) which shall be comprised of the following members:

County Administrator	FKAA Executive Director
County Wastewater Engineer	FKAA Wastewater Engineer
County Attorney or designee	FKAA General Counsel or designee
County Financial designee	FKAA Financial designee
County Wastewater Liaison*	FKAA Board Member*

* non-voting advisory member

2. The duties of the CFWC shall be to :
 - a. Develop an implementation schedule, consistent with State and Federal law, and in conformity with the Monroe County Sanitary Wastewater Plan, for the construction of wastewater systems in unincorporated Monroe County.
 - b. Develop a financial plan to fund, in a fair and equitable manner, wastewater systems for unincorporated Monroe County.
 - c. Develop requests for proposals (RFP) for the procurement of wastewater systems in unincorporated Monroe County, consistent with the procurement policies of the County and the FKAA.
 - d. Review, rank and recommend to the Monroe County Board of Commissioners and the FKAA Board of Directors the overall highest ranked firm pursuant to the RFP.
 - e. Conduct negotiation, if appropriate under the terms of the RFP, with the firm selected by the County and the FKAA to reach a fair and affordable cost for a wastewater system.
 - f. Provide ongoing coordination between the County and FKAA in the construction, operation, and maintenance of wastewater projects.
 - g. Provide such other assistance as requested by the County and the FKAA.
3. The CFWC committee shall meet at least monthly. The FKAA shall provide the staff to organize the meetings, including insuring compliance with Florida's Open Government Law.
4. The County and the FKAA agree that no RFPs will be published for wastewater projects in unincorporated Monroe County without the review of the Monroe County Commission and the FKAA Board of Directors.
5. The County and the FKAA agree that no contracts pursuant to the procurement of any new wastewater system in unincorporated Monroe County will be signed without the review of the Monroe County Commission and the FKAA Board of Directors.
6. The County and the FKAA agree to establish fair and equitable user fees to fund the operation and maintenance of wastewater systems.
7. The County and the FKAA agree and understand that the County is authorized by Sec. 125.01 (1), Florida Statute, to provide, assist in providing, and fund centralized wastewater treatment systems. The County and the FKAA agree to work together to seek and obtain Federal and State grants to assist in the funding of wastewater projects.
8. The County and the FKAA agree that the County will enact an Ordinance and the FKAA will adopt a Rule which implements this Agreement.
9. The parties agree that this written document represents their final mutual agreement and replaces any prior agreement, understandings, or communications on the subject matter of the agreement, whether written or oral.
10. This agreement will take effect on the date a copy executed by both parties is filed with the Clerk of the Courts of Monroe County, Florida.

11. This agreement may be severed by formal action by one or both parties with 30 days notification to the other party of such planned action. Formal action shall be defined as a majority vote by one or both of the respective boards to sever the agreement. The responsibility for any joint projects that should exist at the time of severance shall be negotiated among the parties and found to be mutually acceptable to both the BOCC and FKAA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA**

(SEAL)

By: _____
Mayor / Chairperson

Danny L. Kolhage, Clerk

By: _____
Deputy Clerk

**THE FLORIDA KEYS AQUEDUCT
AUTHORITY**

(SEAL)

By: _____
Chairman

ATTEST:

Clerk